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HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

## Notification

The 1st February, 2023

**No. 4/E.I./V.B (3E).**—Sh. Kanwal Rampal, Special Secretary (Reader's line) of Punjab and Haryana High Court at Chandigarh has retired from service of this Court w.e.f. 31.01.2023 (A.N.) on attaining the age of superannuation i.e. 58 years.

(Sd.). . .,

(NARENDER SINGH),  
Registrar (Administration),  
*for Registrar General.*

HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

## Notification

The 1st February, 2023

**No. 05.**—Shri Sanjiv Kumar, Deputy Registrar, Punjab and Haryana High Court, Chandigarh has retired from services of this Court w.e.f. 31.01.2023 (A.N.) on attaining the age of superannuation i.e. 58 years.

(Sd.). . .,

(NARENDER SINGH),  
Registrar (Administration),  
*for Registrar General.*

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CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

**Notification**

The 2nd January, 2023

**No. 13/1/9921-HII(2)-2022/01.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 21/2022 dated 12.11.2022 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

LAL MAN AGED 50 YEARS, S/O SHRI RAM KIRPAL, R/O HOUSE NO. 164, VILLAGE KISHANGARH, POST OFFICE MANIMAJRA, UNION TERRITORY CHANDIGARH (Workman)

AND

FRONTIER PEST CONTROL LIMITED, SCO NO. 7-A, SECTOR 7-C, MADHYA MARG, UNION TERRITORY, CHANDIGARH THROUGH ITS MANAGING DIRECTOR. (Management)

**AWARD**

1. Lal Man, workman has filed statement of claim under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter in short called 'ID Act'*), wherein it is averred that on his retrenchment / termination, the workman raised demand notice under Section 2-A of the ID Act, as amended up to date and the copy of the demand notice was sent to the management through Registered Post A.D. A set of 5 copies of the demand notice were submitted before the Assistant Labour Commissioner-cum-Conciliation Officer, UT Chandigarh with the prayer for initiating the conciliation proceedings. The Assistant Labour Commissioner-cum-Conciliation Officer summoned the management and initiated the conciliation proceedings but no amicable settlement took place, hence the present statement of claim. The workman joined the services of management w.e.f. 08.10.1997 and worked continuously without any break or interruption in the services till 18.01.2019. On 19.01.2019 the workman was not allowed to join duty, and was verbally told that his services are no more required by the company. The workman asked the Manager as to why he is not allowed duty and the reply was "go to court or elsewhere wherever you like, we shall not allow duty". The workman again approached the Manager for duty on 21.01.2019 (Monday) in the morning but again he was not allowed. The workman repeatedly requested the management but he was not heard. On 22.01.2019 the workman again approached the Manager with the hope that he will allow duty but was flatly refused duty and told to go to any Court of law, wherever he like, they will not allow duty. The manager did not give any reasoning for the instant retrenchment of his services. The workman was working as Technician and at the time of his verbal retrenchment/termination, he was drawing wages at the rate of ₹ 10,600/- per month. At the time of appointment, the management did not issue appointment letter. Later on he was covered under the EPF and ESI Schemes under the pressure of the Frontier Pest Control Workers Union. The said union was formed by the workers of the company for the safety of their lawful rights and the workman is member of the union. The workman always performed his duties with utmost dedication and he was never issued any show cause notice, warning, charge sheet or any other memo to question his work and conduct throughout his service period of more than 18 years. The workman worked continuously without any break in the services for more than 18 years and 07 months and as per law, he was entitled for notice of retrenchment, notice pay, retrenchment compensation at the time of retrenchment/termination of his services. But at the time of his retrenchment the employer/management only passed verbal order of retrenchment. The repeated requests of the workman for duty were not entertained by the Manager of the company. The retrenchment of the workman is illegal, unjustified, against the principles of natural justice, highly arbitrary and patently malafide on the following grounds :—

- (i) that at the time of passing verbal orders of termination/retrenchment the workman was neither served retrenchment notice nor he was paid notice pay and retrenchment compensation. The verbal order of retrenchment was passed in violation of Section 25-F of the ID Act.

- (ii) that at the time of passing verbal orders of retrenchment on 21.01.2019, the management retained the services of his juniors in violation of Section 25-G of the ID Act as amended up to date.
- (iii) that no show cause notice was served, no inquiry was held and no opportunity was given to the workman to defend himself, hence the verbal order of the management is in violation of principles of natural justice.
- (iv) that the retrenchment of the workman was not retrenchment simplicitor but retrenchment by way of punishment as the workman was raising the issue of implementation of labour laws and the employers were threatening the workman for his ouster from the services of the company.

As the retrenchment/termination of the workman is illegal, unjustified, against the principles of natural justice, highly arbitrary and patently malafide, he is liable to be reinstated into the services with continuity of services, full back wages and along with all the other benefits applicable from time to time. It is prayed that claim of the workman may be accepted along with the costs of litigation.

2. On notice, the management appeared through its authorized representative Shri Mohit Sharma.

3. During the pendency of the present industrial dispute, case taken up in the National Lok Adalat held on 12.11.2022 wherein the parties settled their dispute amicably. Learned representative for the management got recorded his statement, which is reproduced as under :—

*"Stated that the management has agreed to reinstate the workman with continuity of service but without back wages and any consequential benefits. The workman may join his with the management w.e.f. 16.11.2022. The matter may be decided in the Lok Adalat."*

On the other hand, learned representative for the workman got recorded his statement, which is reproduced as under :—

*"Stated that I have heard the statement of Ld. Rep. for the management got recorded by him today in the Lok Adalat and I agree with the same. The workman will join his duty with the management w.e.f. 16.11.2022. I do not press the relief of back wages and any consequential benefits. The matter may be decided accordingly and disposed off in the Lok Adalat."*

4. Heard. In view of the above statements of the parties, this industrial dispute is disposed off as settled by way of compromise. Both the parties shall remain bound by their statements. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK),

Presiding Officer,

Industrial Tribunal & Labour Court,

Union Territory, Chandigarh.

UID No. PB0152.

Dated : 12.11.2022.

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

**Notification**

The 2nd January, 2023

**No. 13/1/9377-HII(2)-2022/03.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR (PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 43/2017, dated 12.11.2022 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

PRESIDENT GENERAL SECRETARY, DESH SEWAK EMPLOYEES UNION (REGD.),  
SECTOR 29-D, CHANDIGARH (Worker's Union)

AND

MANAGING DIRECTOR, M/S DESH SEWAK ASSOCIATION, SECTOR 29-D,  
CHANDIGARH (Management)

referred to the said court by the Chandigarh Administration bearing Endorsement No. 13/1/9377-HII(2)-2017/2976, dated 15.06.2017.

**AWARD**

1. *Vide* Endorsement No.13/1/9377-HII(2)-2017/12976, dated 15.06.2017 the Secretary Labour, Chandigarh Administration has referred the dispute to this Court / Tribunal on the demand notice dated 20.09.2016 in respect of Shri Bhajaninder Pal Singh (*hereinafter in short referred "workman"*) raised by the Desh Sewak Employees Union (*hereinafter in short referred "workers' union"*) upon the Managing Director, M/s Desh Sewak Association, Sector 29-D, Chandigarh (*hereinafter in short referred "management"*) under Section 2(k) of the Industrial Disputes Act, 1947 (*hereinafter in short referred "ID Act"*) in following words :—

*"Whether the demand raised in the demand notice dated 20.09.2016 by President/ General Secretary, Desh Sewak Employees Union (Regd.), Sector 29-D, Chandigarh And (1) The Managing Director, M/s Desh Sewak Association, Sector 29-D, Chandigarh, are genuine and justified. If so, to what effect and to what relief the Union/Workers are entitled to, if any ?"*

2. Upon notice, the workers' union appeared through its representative Shri Subhash Talwar, who on 18.10.2017 made the statement that the demand notice dated 20.09.2016 may be treated as statement of claim. Accordingly, the demand notice dated was ordered to be treated as statement of claim.

3. Briefly stated the facts of statement of claim are that the President and General Secretary has been authorized by the executive committee of the workers' union in its meeting held on 19-09-2016 to serve upon the management a demand notice incorporating the following demand :—

1. The workman, Bhajaninder Pal Singh is a regular and active member of the workers' union. The management wants to get rid of him. The management is finding means to terminate his services, therefore, he was transferred from Chandigarh to Sangrur vide letter dated 17.09.2016. There is no office at Sangrur and one person alone cannot run a new office.
2. The management has illegally and wrongfully transferred Shri Bhajaninder Pal Singh, Sub-Editor of the press to Sangrur. The management has, therefore, violated Section 9-A of the ID Act.



3. An employee cannot be transferred from Head Office to Branch office.
4. The services of Sh. Bhajaninder Pal Singh sub editor are not transferable.
5. The management has not provided any accommodation to him at Sangrur to live with his family members and it is very difficult to find out any living accommodation at Sangrur.
6. To start a new unit at Sangrur the management has only transferred Sh. Bhajaninder Pal Singh knowing full well that he alone cannot run the office.
7. The transfer from Chandigarh to Sangrur is trade union victimization as the management is very well aware that Shri Bhajaninder Pal Singh is an active member of the union and espousing the cause of the workers' union at different level.

Therefore, it is demanded that the letter vide which Shri Bhajaninder Pal Singh is transferred from Chandigarh to Sangrur may be withdrawn within 15 days of receipt of this notice and he be allowed to work at Chandigarh, failing which the union and its members shall be free to take action for the realization of the demand.

4. On notice, the management appeared through its authorized representative and contested the claim of the workers' union by filing written statement on 02.05.2018, wherein preliminary objections are raised on the ground that the claim under reply is not maintainable. The present claim cannot be said to be filed by the union in as much as before initiating any action on behalf of any trade union or otherwise, a proper resolution is required to be adopted whereas in the present case, no such resolution is being adopted by the union, thus, the present claim deserves to be dismissed on this ground alone. The union has not approached with clean hands and concealed the material facts from the Hon'ble Court. The respondent is engaged in the business of newspaper printing in the name and style 'M/s Desh Sewak Daily' in the State of Punjab. The respondent management also maintains its offices in other areas of Punjab. There was a requirement in the sub office of the respondent management thus vide its letter dated 17.09.2016 transferred the employee namely Bhajaninder Pal Singh and further asked the said employee to report on duty at Sangrur, however, the said employee did not report for duty at Sangrur. Thereafter, the respondent management has written number of letters to said workman on his available address, however he did not respond to even a single letter. In the past, the respondent-management on 29.07.2016 entered into a Memorandum of Understanding (MOU) with M/s R.D.V Media to be effective from 01.08.2016 and has handed over the entire record of all the employees including the services record/personal file of the workman to its above named joint venture partner, however, M/s R.D.V. Media did not adhere to the terms of the MOU and did not perform to the satisfaction of the respondent management and also did not pay the salary to the workman etc. and under these circumstances, the said MOU was terminated on 27.10.2017 for which a civil litigation is pending in the Ld. Civil Court at Chandigarh. The above named firm has not returned the record to the respondent management which also includes the service record/personal file of the workman. The workman Bhajaninder Pal Singh in order to avoid his transfer orders has concocted totally false story and has pleaded the same in a vague manner too.

5. On merits, it is admitted that Shri Bhajaninder Pal Singh is employee of the respondent-management. However, the union be put to strict proof to prove that above named Bhajninder Pal Singh is active member of the union. It is specifically denied that the respondent management wants to get rid of above named Bhajaninder Pal Singh. It is further denied that the respondent management is findings means to terminate the services of Bhajaninder Pal Singh. The respondent is engaged in the business of newspaper printing in the name and style "M/s Desh Sewak Daily" in the State of Punjab. The respondent-management also maintains its offices in other areas of Punjab. There was a recruitment in the sub office of the respondent-management situated at Sangrur, Punjab and thus, the respondent-management vide its letter dated 17.09.2016 transferred the employee namely Bhajaninder Pal Singh and further asked the said employee to report on duty at Sangrur. Thereafter, the respondent-management has written number of letters to said workman on his available address, however,

he did not respond to even a single letter. In the past, the respondent-management on 29.07.2016 entered into a memorandum of understanding (MOU) with M/s R.D.V. media to be effective from 01.08.2016 and has handed over the entire record of all the employees including the services record/personal file of the workman to its above named joint venture partner, however, M/s R.D.V. media did not adhere to the terms of MOU and did not perform to the satisfaction of the respondent management and also did not pay the salary to the workman etc. and under these circumstances, the said MOU was terminated on 27.10.2017 for which a civil litigation is pending in the Ld. civil court at Chandigarh. The above named firm has also not returned the record to the respondent management which also includes the service record/ personal file of the workman. It is specifically denied that the respondent management has no office at Sangrur as have been alleged. Passing of transfer order of any employee cannot be said to be illegal and wrongful and further cannot be said to be in violation of section 9-A of the ID Act. Any management for the better progress of its establishment used to pass transfer order of its employees and in the present case, the intention of the respondent-management in passing the transfer orders was only bonafide in as much as the respondent-management believes in the idea that if its employees will remain happy only then the respondent management could achieve success and as such, the transfer order of Bhajaninder Pal Singh cannot be said to be illegal and wrongful. The contentions of the union that an employee cannot be transferred from head office to branch office is totally false and misrepresented and is tainted with malafide intentions. The services of Sub-editor are transferable. It is not a duty of the respondent management to provide accommodation to its employees whenever they are transferred and further, there are no such rules. Even one employee is very much capable of running sub offices whereas in the sub office at Sangrur, two other employees are working. Transfer order of any employee cannot be said to be victimization of trade union as have been alleged. The workman Bhajaninder Pal Singh in order to avoid his transfer order has concocted totally false story and has pleaded the same in a vague manner too. It is prayed that the claim of the union may be dismissed.

6. Replication not filed. From the pleadings of the parties, following issues were framed vide order dated 14.08.2018 :—

1. Whether the demand raised in the demand notice dated 20.09.2016 by the workers' union is genuine & justified, if so, to what effect and to what relief the workers' union / workman are entitled to, if any ? OPW
2. Relief.

7. During the pendency of the present reference case is taken up in National Lok Adalat on 12.11.2022 wherein the workman got recorded his statement, which is reproduced as below :—

*"Stated that I have effected compromise with the management. Today I have receive the amount of ₹ 43,616/- from the management by way of account payee cheque No.301715 dated 20.10.2022 drawn of State Bank of India, Sector 30, Chandigarh, subject to realisation, towards full & final settlement. Copy of cheque is Mark 'A'. Now nothing is due from the management. Therefore, the present reference may be dispose off in the Lok Adalat accordingly."*

8. Heard. In view of the above statement of the workman, this industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . .,

(JAGDEEP KAUR VIRK),

Presiding Officer,

Industrial Tribunal & Labour Court,

Union Territory, Chandigarh.

UID No. PB0152.

Dated : 12.11.2022.

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

**Notification**

The 2nd January, 2023

**No. 13/1/9926-HII(2)-2022/05.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 18/2018 dated 12.11.2022 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

KAVITA, D/O SHRI CHIRANJI LAL, H. NO. 1085, PHASE - II, RAM DARBAR, CHANDIGARH (Workman)

AND

1. CHITRA SECURITY SERVICE, 1ST FLOOR, SAINI TOWER, NEAR SAINI BHAWAN, BARWALA ROAD, ZIRAKPUR, DISTRICT MOHALI THROUGH ITS PROPRIETOR.
2. T.K. INDIA, PLOT NO. 346-347, INDUSTRIAL AREA, PHASE - I, CHANDIGARH THROUGH ITS MANAGER. (Management)

**AWARD**

1. Kavita, workman has filed statement of claim under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter in short called 'ID Act'*), wherein it is averred that the workman was appointed by management No.1 as Assembler on 6th of May, 2016 and the workman was deployed at the work place of management No. 2. The workman worked there up to 30th September, 2017 continuously when her services were illegally and wrongfully terminated by refusing of work. The workman was drawing ₹ 9,700-00 as wages per month at the time of termination. On 01.10.2017 the workman went to attend her normal duty but she was refused work by management No.1 on the pretext that management No.2 has directed him to reduce the labour force. Refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The managements have also violated Section 25-F, G & H of the ID Act. No charge sheet was issued. No inquiry was held. No retrenchment compensation was paid to the workman at the time of termination. Persons junior to the workman were retained in service at the time of termination and new persons were appointed in place of the workman. The violation of the same makes the termination void. The workman lodged a complaint with the Labour Inspector, U.T Chandigarh. Management No. 1 refused to take the workman back on duty before the Labour Inspector, U.T. Chandigarh. The workman served upon management No. 1 & 2 a demand notice dated 26.10.2017 for her reinstatement. Both the management neither replied the demand notice nor took the workman back on duty. The Conciliation Officer, U.T Chandigarh was requested for his intervention in the matter. Management No.2 did not appear on any date fixed for settlement whereas management No. 1 only seek dates but did not settle the dispute. The action of the management was illegal, wrongful, motivated, against the principal of natural justice and unfair labour practice. It is prayed that the workman be reinstated with continuity of service, with full back wages and without any change in her service condition.

2. On notice, management No.1 appeared through its authorized representative Shri Arun Malhotra and contested the claim of the workman by filing written statement on 21.08.2018, wherein preliminary objections are raised on the ground that the claim statement under reply is not maintainable and deserves to be dismissed on this sole ground only. The claimant-workman has no locus standi and no cause of action to file the present claim statement against the answering management as the claimant-workman is barred by her own act & conduct from filing the present claim statement against the answering management. The claim statement is an abuse to process of law and is liable to be rejected with exemplary costs. The claim statement is misleading

and misconceived to the knowledge of the claimant-workman. The claim statement filed by the claimant-workman is false, frivolous, vexatious and ulterior motive. The claimant-workman served the present claim statement with intention to extract money from the answering management. The claimant-workman has suppressed the true and material facts and has approached this Tribunal with unclean hands. In fact, when management No.2 directed management No.1 to reduce the manpower due to lack of orders and management No.1 intimated in this regard to the claimant-workman that since there is hardly any work with management No.2 and therefore they can be adjusted with the another group where management No.1 has the contract with the industry namely M/s Dharampal Satyapal Group at Mandi (HP) but the claimant-workman along with other workers flatly refused to join at the transferred place. The claimant-workman instead of reporting for her duties at the transferred place filed the present claim statement to mislead the Tribunal. The services of the claimant-workman have never been terminated, as alleged in the claim statement rather the claimant-workman has flatly refused to join at the transferred place because of her personal difficulties. Since the services of the claimant-workman have never been terminated by the answering respondent-management so the present claim statement does not constitute an industrial dispute under Section 2-A of the ID Act. The claim statement served by the claimant-workman is neither maintainable nor tenable in the eyes of law therefore deserves to be dismissed on this ground only. In view of the above the Hon'ble Authority has no jurisdiction to try and adjudicate upon the dispute in the matter. The claimant-workman has not worked 240 days continuously during the year therefore the present claim statement is neither maintainable nor tenable and deserves dismissal on this sole ground.

3. On merits, it is admitted that the claimant-workman was appointed by management No.1 and deployed at the work place of management No.2. The claimant-workman has cooked false and fabricated story in connivance with other workers not to report to her duties at the transferred place. The claimant-workman may be directed to report for her duties at the transferred place i.e. M/s Dharampal Satyapal Group at Mandi (HP). Since the answering respondent-management has never terminated the services of the claimant-workman, the answering management before the Assistant Labour Commissioner-cum-Conciliation Officer prayed for issuance of directions to the claimant-workman to report for her duties at the transferred place but the claimant on one pretext or other refused to report for her duties at the transferred place. Since the answering respondent-management has never terminated the services of the claimant-workman, the question of reinstatement with continuity of service with full back wages does not arise at all. Further similar stand is taken as taken in preliminary objections. Rest of the averments of claim statement are denied being wrong, misleading and misconceived. Prayer is made that claim statement may be dismissed.

4. On notice, management No.2 appeared through its authorized representative Shri P. K. Kukreja and contested the claim of the workman by filing written statement on 21.08.2018, wherein preliminary objections are raised on the ground that claim statement is not maintainable in the present form. The workman has not approached to this Court with clean hands and has concealed the valueable material in the claim statement. The workman, who seeks equity from this Court was under obligation to do equity with management No.2 by not suppressing the material facts in the claim statement. There was contractual agreement dated 14.03.2016 between management No.1 with management No.2 for providing manpower on contractual basis for a fixed period at the premises of management No.2 starting from 01.04.2016 to 31.03.2018. The terms & conditions of the contract stipulate that there shall be no relationship of employer and employee between the persons so deployed at the premises of management No.2. The contractual employees engaged by management No.1 remained employees of management No.1. The applicant-workman was employed with management No.1. As per applicable statutory provisions of law the applicant-workman was covered by management No.1 under the provisions of Employees State Insurance Act and Employees Provident Fund Act. On the joint completion of formalities on the part of the worker and management No.1, insurance No.1713373144 and provident fund account No.PB/CHD/30645/11741 were allotted in the name of the worker by management No.1. Management No.2 has no role in the said entire proceedings. Management No.2 had deducted ESI and provident fund contributions from the wages of the workman and deposited the same with the concerned authorities from time to time. Thus, the respondent No.2 could not be held responsible for any of the alleged acts of management No.1. The workman has not completed 240 days continuous service with management No.1 while doing contractual services at the premises of management No.2.



5. On merits, it is stated that the workman as joined service with management No.1 as Helper and joined with management No.2 for a fixed period on contractual basis to meet out the exigencies of the work. The workman was not having technical knowledge and qualification and could be appointed as Assembler. The workman has worked with management No.2 till 22.09.2017. Management No. 1 was paying wages to the worker and management No.1 had control over her services. Management No. 2 had neither appointed the workman nor had control over the employment of the workman. The service conditions of the workman were settled with management No. 1, who was governing services of the workman. The workman has not reported on duty on 01.10.2007 to respondent No.2 and in case management No.1 has not taken her on duty then management No. 2 could not be held responsible for the same. Management No.2 has not asked management No.1 to terminate the services of the workman. It was not obligatory for management No.2 to accept the number of employees as might be offered by management No.1. Management No.2 has not directed management No. 1 to reduce the labour force. Management No.1 may retain any number of labour force and management No. 2 is not having any control over the same. Neither management No.2 has terminated the services of the workman nor management No.2 is responsible for the compliance of the said provision of law. Otherwise also the workman has not completed continuous service of 240 days as defined under Section 25-B(2)(a) of the ID Act. As such, there is no violation of law under Section 25-F, 25-G & 25-H of the ID Act. There is no violation of law on the part of management No.2. Management No.2 was not served with the alleged demand notice dated 26.10.2017. Management No.2 has neither allegedly terminated the services of the worker nor is under obligation to reinstate the workman. Management No.2 received notice from the Conciliation Officer vide Memo No.6083 dated 14.12.2017 and filed written comments dated 26.12.2017 that the demand notice was never served upon management No. 2. The workman has not made any of the efforts to supply a copy of the demand notice to management No. 2. The workman is not entitled for compensation and / or reinstatement on services as far as management No. 2 is concerned. Remaining averments of claim statement are denied being wrong. Prayer is made that the claim of the workman may be declined.

6. The workman filed separate replications to written statements of management No.1 & 2, wherein the contents of respective written statements are denied as wrong except the admitted facts of the claim and the averments of the statement of claim are reiterated.

7. From the pleadings of the parties, following issues were framed *vide* order dated 25.09.2018 :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief she is entitled to, if any ? OPW
2. Whether there is no relationship of employer & employee between the workman & management No. 2 ? OPM
3. Relief.

8. In evidence, workman Kavita examined herself as AW1 and tendered into evidence her affidavit Exhibit 'AW1/A'. The workman also examined Shri S. C. Chauhan - Manager, M/s Chitra Security Services as AW2. On 07.09.2021 learned representative for the workman closed the evidence.

9. On the other hand, management No.1 examined its Manager Shri S. C. Chauhan as MW1, who tendered into evidence his affidavit Exhibit 'MW1/A' along with documents Exhibit 'R1' to Exhibit 'R4'.

10. Management No.2 examined its Manager HR Shri Aman Chopra as MW2, who tendered into evidence his affidavit Exhibit 'MW2/A' along with document Exhibit 'MX1'.



On 23.11.2021 learned representative for management No.1 closed the evidence.

11. During the pendency of the present industrial dispute, case taken up in the Pre-Lok Adalat held on 10.11.2022 wherein the parties settled their dispute amicably. The workman got recorded her statement, which is reproduced as below :—

*"Stated that self attested copy of my aadhar card is Mark 'A'. I have effected compromise with the managements. Today, I have received compromise amount of Rs. 70,000/- (Seventy Thousand only) by way of A/c Payee Cheque No. 334947 dated 09.12.2022 drawn on Punjab National Bank, issued by Chitra Security Services/management No.1, subject to realisation towards full and final settlement of all the dues. Copy of cheque is Mark-B. Now nothing is due from management No. 1 & 2. In view of the compromise, the present Industrial Disputes may be disposed off. It may be decided in the Lok Adalat."*

12. The case taken up in National Lok Adalat. Heard. In view of the above statement of the workman, this industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

Dated : 12.11.2022

(Sd.) . . . ,  
(JAGDEEP KAUR VIRK),  
Presiding Officer,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No. PB0152.

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

**Notification**

The 2nd January, 2023

**No. 13/1/9918-HII(2)-2022/09.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 118/2021, dated 12.11.2022 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

VARINDER SINGH, S/O SHRI CHANNAN SINGH, AGED 39 YEARS, R/O HOUSE NO. 59/1, VILLAGE KHUDA ALI SHER, UT, CHANDIGARH. (Workman)

AND

1. D.M. PHARMA PVT. LTD., SCO NO. 165, SECTOR 38-C, CHANDIGARH THROUGH ITS MANAGING DIRECTOR.
2. RAINBOW HUMAN CARE PRIVATE LIMITED, SCO NO. 165, SECTOR 38-C, CHANDIGARH THROUGH ITS MANAGING DIRECTOR.
3. DCM PHARMA PVT. LTD., SCO NO. 165, SECTOR 38-C, CHANDIGARH THROUGH ITS MANAGING DIRECTOR. (Management)

**AWARD**

1. The workman, Varinder Singh, has filed statement of claim under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter in short called 'ID Act'*), wherein it is averred that the workman was duly selected and appointed in April, 2012 as Computer Operator and had been working continuously up to 05.02.2021. The workman is Graduate having knowledge of computer at the time of his appointment. After appointment the workman was posted under management No.1. Since his appointment workman had been performing his

duties with diligence and devotion throughout. During his service workman was firstly transferred to work under management No. 2 and then under management No. 3. All the three concerns belong to same persons. In the month January, 2021 management started pressing the workman to tender his registration and on refusal, management on 06.02.2021 informed the workman through Whatsapp message that his services have been terminated on account of some alleged misconduct, which was not committed by workman without issuing any charge sheet and without holding any regular inquiry which was mandatory under the law. The order of termination of workman as conveyed as per message dated 06.02.2021 is illegal and against the law therefore, same deserves to be withdrawn and workman is to be reinstated with continuity of service and full back wages on the following grounds amongst others :

- a. the services of the workman have been terminated on account of alleged misconduct without issuing any charge sheet and holding regular inquiry which was mandatory. Further, the workman had not committed any misconduct and alleged allegations are false and have been leveled with ulterior motive best known to management.
- b. the termination of workman is in violation of Section 25-F of the industrial dispute act as workman had completed more than 240 days continuous service. Before terminating the service of workman neither any notice was issued nor any retrenchment compensation was paid, therefore. termination order deserves to be withdrawn.
- c. the order of termination is illegal being in violation to Section 25-G. Though the services of workman were terminated but many juniors were retained in service.
- d. the order of termination is by way of victimization. He was being pressurized to submit his resignation though workman had been working with diligence and devotion.
- e. the acts and conducts of the management also amounts to unfair trade practice. Though workman was appointed as Computer Operator and he was performing his duties with diligence and devotion, but subsequently management changed the condition of service without the consent of workman and were compelling workman to perform the duties of salesman.

The workman is un-employed after his illegal termination. Prayer is made that order of illegal termination dated 06.02.2021 may be set-aside and workman may be ordered to be reinstated with continuity of service and full back wages in the interest of justice

2. On notice, the management appeared through its representative Shri Satbir Singh. Thereafter, Shri Charandeep Singh has filed authority letter issued in his favour by management No.1 to 3.

3. On 18.10.2022, during the pendency of the present industrial dispute, the parties settled their dispute amicably. Learned representative for management No.1 to 3 got recorded his statement on 18.10.2022, which is reproduced as below :—

*"Stated that self attested copy of my Aadhar Card is Mark-A. Authority letter 18.10.2022 issued in my favour by D.M. Pharma Pvt. Ltd. (management No.1) is Ex. M-1, Authority letter 18.10.2022 issued in my favour by M/s Rainbow Humancare Pvt. Ltd. (management No.2) is Ex. M-2, Authority letter 18.10.2022 issued in my favour by D.C.M.Pharma Pvt. Ltd. (management No.3) is Ex. M-3. I being authorised signatory of the above said management No.1 to 3 have entered into written compromise with the workman. Copy of written compromise cum full and final settlement agreement dated 18.10.2022 executed between workman and management No.1 is Ex. M-4, Copy of written compromise cum full and final settlement agreement dated 18.10.2022 executed between workman and management No.2 is Ex. M-5, Copy of written compromise cum full and final settlement agreement dated 18.10.2022 executed between workman and management No.3 is Ex. M-6. I am signatory to aforesaid compromise deeds Ex. M-4 to Ex. M-6. In lieu of compromise, today I have paid to the workman amount of Rs. 1,10,000/- out of which Rs. 85,000/- (Rs. Eighty Five Thousand only) is paid through A/c Payee Cheque No. 103728 dated 18.10.2022 drawn on Axis Bank Ltd. Sector-38 C, Chandigarh, for D.M. Pharma Pvt. Ltd., Rs.15,000/-(Rs. Fifteen Thousand only) is paid through A/c Payee Cheque No. 051492 dated 18.10.2022 drawn on Axis Bank Ltd. Sector-38 C, Chandigarh, for Rainbow Humancare Pvt. Ltd. and Rs. 10,000/- (Rs. Ten Thousand only) is paid through A/c Payee Cheque No. 086622 dated 18.10.2022*

*drawn on Axis Bank Ltd. Sector-38 C, Chandigarh, for D.C.M. Pharma Pvt. Ltd. Copy of Cheques are Mark-B to Mark-D respectively. Now nothing is due towards the workman. The Industrial Reference may be decided in the Lok Adalat being compromised."*

On the other hand, the workman got recorded his statement on 18.10.2022, which is reproduced as below :

*"Stated that self attested copy of my aadhar card is Mark-E. I have heard statement of Shri Charandeep Singh got recorded by him today in the Pre Lok Adalat, which is true and correct. I agree with the same and admit the written compromise deeds Ex. M-4 to Ex. M-6 and identify my signatures thereon. In lieu of compromise, today I have received payment of Rs.1,10,000/- out of which Rs. 85,000/- (Rs. Eighty Five Thousand only) is received through A/c Payee Cheque No. 103728 dated 18.10.2022 drawn on Axis Bank Ltd. Sector-38 C, Chandigarh, for D.M. Pharma Pvt. Ltd., Rs.15,000/- (Rs. Fifteen Thousand only) is received through A/c Payee Cheque No. 051492 dated 18.10.2022 drawn on Axis Bank Ltd. Sector-38 C, Chandigarh, for Rainbow Humancare Pvt. Ltd. and Rs. 10,000/- (Rs. Ten Thousand only) is received through A/c Payee Cheque No. 086622 dated 18.10.2022 drawn on Axis Bank Ltd. Sector-38 C, Chandigarh, for D.C.M. Pharma Pvt. Ltd. Copies of Cheque are Mark-B to Mark-D respectively. Now nothing is due from management No.1 to 3. The present Claim statement may be disposed off being fully satisfied and compromised in Lok Adalat."*

4. On joint request, case taken up in National Lok Adalat. Heard. In view of the above statements of the parties, this industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

Dated : 12.11.2022.

(Sd.) . . . ,  
(JAGDEEP KAUR VIRK),  
Presiding Officer,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No. PB0152.

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

**Notification**

The 2nd January, 2023

**No. 13/1/9919-HII(2)-2022/11.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 46/2019, dated 12.11.2022 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SANJAY SINGH S/O SHRI KALI CHARAN SINGH, R/O H. NO. 1585, VILLAGE BISHANPUR, ZIRAKPUR, MOHALI, PUNJAB. (Workman)

AND

THE TRIBUNE TRUST, SECTOR 29-C, CHANDIGARH THROUGH ITS PRINCIPAL EMPLOYER/TRUSTEE/CHAIRMAN .(Management)

**AWARD**

1. Sanjay Singh, workman has filed statement of claim under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter in short called 'ID Act'*), wherein it is averred that the workman moved an application before the management for daily wage unskilled worker and *vide* its offer letter dated 28.09.2004, the management instructed the applicant to appear before the Circulation Manager/Business Manager on 04.10.2004. Since then the workman has been doing the duty as unskilled worker under the management, The Tribune Chandigarh, till 25.07.2015 when the service of the workman were terminated. At the time of joining the services as unskilled daily wage worker by the workman, the management offered ₹ 65/- per day for his

services. The workman agreed to it and started working for the management. The workman served the management with utmost honesty and was working with sincerity without any sort of complaint whatsoever from the date of his joining of duty i.e. from year 2004 till 25.07.2015, when the services of the workman were terminated without any reasonable cause and without issuing any show cause notice and conducting enquiry for the same. Despite the fact that the workman had specifically asked the reasons for termination of his services but no personal hearing was given to him. On personal enquiry, later on it came to the notice of the workman that illegal termination of his services is as a result of the personal vendetta as initiation of litigation by his father Kalicharan against the management. The services of his father were terminated, for which his father had served demand notice upon the Tribune Trust i.e. the management through its Manager. However, the case of father of the workman was dismissed and the reference was answered against him on 23.02.2015. Thereafter, the management took the possession of the house i.e. House no. 3145-A Sector 29 D, Tribune Colony, Chandigarh allotted by the management to the father of the workman. The workman was residing with his father in the said house. The management having vindictive attitude terminated the services of the applicant in totally biased and arbitrary manner and also violating the principles of natural justice and equity. The workman was attending the job regularly and has completed the requisite period in the preceding one year before his termination as provided in ID Act. There was no compliance of Section 25 of the ID Act by not giving one month's prior notice pay in lieu thereof and the compensation equivalent to wages at the time of the termination. On 15.11.2018 the workman raised demand notice under Section 2-A of the ID Act before the Assistant Labour Commissioner-cum-Conciliation Officer, UT Chandigarh for the grievance caused by the management. The management, The Tribune Trust, was duly served before the Assistant Labour Commissioner-cum-Conciliation Officer, but no amicable settlement could take place and the conciliation proceedings were closed on 16.09.2019 and the workman was advised to proceed further. Due to the illegal termination by the management, the workman not only suffered financial loss but also suffered mental set back. Sanjay Singh is 'workman' and management The Tribune Trust is an 'industry' as laid down in the ID Act. Since the termination the workman is not gainfully employed anywhere. The workman was working at the Tribune Trust UT Chandigarh, therefore, this tribunal has got the jurisdiction to adjudicate the present petition. There is no alternative remedy except to approach this Court for grievances of the workman. No such or similar claim/petition arising out of the subject matter of the present claim statement has ever been filed or decided between the parties in any Tribunal/court of law. It is prayed that this Court may pass an award in respect of reinstatement with continuity of services along with back wages to the workman and the order of termination be set aside being illegal, arbitrary, whimsical and against the principles of natural justice, in the interest of justice, equity and fair play. Further this Court may pass an order or direction to pay the arrears/bonus during the pendency of present claim before this Court and any other order or direction may be issued to the management that it deems fit and proper in view of the facts and circumstances of the case in favour of the workman.

2. On notice, the management appeared through its authorized representative Shri Subhash Gupta and contested the claim of the workman by filing written statement on 26.07.2021, wherein it is stated that the applicant alleged in the claim statement as well as in demand notice before the Assistant Labour Commissioner, Union Territory, Chandigarh that his services were terminated by the management in July 2015. It is a matter of fact and record that for the first time, the applicant had raised the demand notice dated 14.11.2018 and the copy of the same has been found attached only with the application filed by the applicant before this Tribunal. Earlier thereto, a letter bearing Endst. No.3965 dated 16.09.2019 was received from the Office of the Assistant Labour Commissioner-cum-Conciliation Officer, UT, Chandigarh on 09.10.2019 wherein it was mentioned that no amicable settlement had been possible during the course of conciliation proceedings within the stipulated time; whereas it is a matter of fact that neither any demand notice was received by the management from the applicant nor any notice regarding appearance of the management for conciliation proceedings was received from the Office of the Assistant Labour Commissioner-cum-Conciliation Officer, Chandigarh. Further, no conciliation proceedings in this matter was ever attended by any management representative and as such the records of this case from the Office of the Assistant Labour Commissioner, U.T., Chandigarh may be requisitioned for ascertaining the correct factual position. From the demand notice as well as claim statement it is crystal clear that the demand notice was filed after the period of limitation as prescribed under the ID Act, therefore, the claim statement is not maintainable and the dispute so raised is liable to be dismissed solely on the ground of limitation. The applicant relied only on one letter dated 28.9.2004 claiming that the respondent called him to



appear before the Circulation Manager / Business Management along with all testimonials in original in the Business Manager's room on 04.10.2004 at 11 A.M. in reference to his application for daily wage unskilled worker. Even the said application so submitted by the applicant as also the copy of letter stated to have been issued by the then Incharge, Personnel Division being attached by him are not available in the office records and as such genuineness of his claim as also the letter dated 28.09.2004 cannot be verified at this stage. In this connection, it is further submitted that on repeated searching of the old payment records, it has been noted that one Sh. Sanjay Thakur S/o Sh. Kali Charn had worked as a daily wagger and was accordingly paid as under :

Sr. No.	Name	Father name	Days worked	Amount paid (in Rs.)	Payment date
1.	Sanjay Thakur		13	1258	18/05/2007
2.	Sanjay Thakur	Sh. Kali Charn	19.5	2123	11/07/2007
3.	Sanjay Thakur	Sh. Kali Charn	17	1695	14/08/2007
4.	Sanjay Thakur	Sh. Kali Charn	17	1805	10/11/2007
5.	Sanjay Thakur	Sh. Kali Charn	8	940	11/12/2007

Except for the above details, no record whatsoever is available regarding the wages, working days and service record concerning Sh. Sanjay Thakur S/o Kali Charn, with the management. The applicant may be directed to produce record concerning his working with the management at any stage for the period of alleged 11 years. The rest of the period alleged by the applicant is denied in toto in view of the above pleadings by the management. However, if any record is produced by the applicant before this Hon'ble Tribunal, the management reserves its right to reply to the statement of claim after verification of the documentary proofs so submitted by the applicant. Prayer is made that the claim of the applicant has no merit and the present IDR may be dismissed with exemplary costs in the interest of justice, equity and fair play.

3. Replication filed wherein the contents of written statement are denied as wrong except the admitted facts of the claim and the averments of the statement of claim are reiterated.

4. From the pleadings of the parties, following issues were framed *vide* order dated 09.09.2021 :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW

2. Relief.

5. On 09.11.2022, during the pendency of the present industrial dispute, learned representative for workman got recorded his statement, which is reproduced as under :—

*"Stated that on 26.10.2022 I on behalf of the workman moved an application Exhibit W-1 through proxy representative Ms. Harpreet Kaur, PLV, DLSA, Chandigarh seeking permission to withdraw the present claim petition. Since the claimant does not intend to pursue the present Industrial Disputes Reference, therefore, it may be disposed off being not pressed. It may be decided in the Lok Adalat."*

6. The case taken up in National Lok Adalat. Heard. In view of the above statement of learned representative for the workman, this industrial dispute is disposed off being not pressed. Appropriate Government be informed. File be consigned to the record room.

Dated : 12.11.2022.

(Sd.) . . . ,  
(JAGDEEP KAUR VIRK),  
Presiding Officer,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No. PB0152.



CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT**Notification**

The 2nd January, 2023

**No. 13/1/9922-HII(2)-2022/13.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 22/2022, dated 12.11.2022 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

DASHA RAM AGED 41 YEARS, S/O SHRI RAM PHAL, R/O VILLAGE & POST OFFICE  
SARSINI, TEHSIL DERA BASSI, DISTRICT MOHALI (Workman)

AND

FRONTIER PEST CONTROL LIMITED, SCO NO. 7-A, SECTOR 7-C, MADHYA MARG,  
UNION TERRITORY, CHANDIGARH THROUGH ITS MANAGING  
DIRECTOR.(Management)

**AWARD**

1. Dasha Ram, workman has filed statement of claim under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter in short called 'ID Act'*), wherein it is averred that on his retrenchment / termination, the workman raised demand notice under Section 2-A of the ID Act, as amended up to date and the copy of the demand notice was sent to the management through Registered Post A.D. A set of 5 copies of the demand notice were submitted before the Assistant Labour Commissioner-cum-Conciliation Officer, UT Chandigarh with the prayer for initiating the conciliation proceedings. The Assistant Labour Commissioner-cum-Conciliation Officer summoned the management and initiated the conciliation proceedings but no amicable settlement took place, hence the present statement of claim. The workman received a notice dated 8th March, 2019 through registered post from the management on 12.03.2019 wherein it is claimed that the management had sent notices dated 22.01.2019 and 04.02.2019, which were never received by the workman. The management declared the workman absent from duty w.e.f. 19.01.2019. The management had admitted receiving demand notice. In letter dated 08.03.2019 the management directed the workman to join the duty latest by 18.03.2019. On receiving the letter dated 08.03.2019, the workman reported for joining the duty with duty joining report dated 12.03.2019 and appeared before the Manager but the Manager neither accepted the letter nor allowed the duty to the workman. The workman joined the services of management w.e.f. December 12, 1996 and worked continuously without any break or interruption in the services till 18.01.2019. On 19.01.2019 the workman was not allowed to join duty, and was verbally told that his services are no more required by the company. The workman asked the Manager as to why he is not allowed duty and the reply was "*go to court or elsewhere wherever you like, we shall not allow duty*". The workman again approached the Manager for duty on 21.01.2019 (Monday) in the morning but again he was not allowed. The workman repeatedly requested the management but he was not heard. On 22.01.2019 the workman again approached the Manager with the hope that he will allow duty but was flatly refused duty and told to go to any Court of law, wherever he like, they will not allow duty. The Manager did not give any reasoning for the instant retrenchment of his services. The workman was working as Technician and at the time of his verbal retrenchment/termination, he was drawing wages at the rate of ₹13,300/- per month. At the time of appointment, the management did not issue appointment letter. Later on he was covered under the EPF and ESI Schemes under the pressure of the Frontier Pest Control Workers Union. The said union was formed by the workers of the company for the safety of their lawful rights and the workman is member of the union. The workman always performed his duties with utmost dedication and he was never issued any show cause notice, warning, charge sheet or any other memo to question his work and conduct throughout his service period of more than 22 years. The workman worked continuously without any break in the services for more than 22 years and as per law, he was

entitled for notice of retrenchment, notice pay, retrenchment compensation at the time of retrenchment/termination of his services. But at the time of his retrenchment the employer/management only passed verbal order of retrenchment. The repeated requests of the workman for duty were not entertained by the Manager of the company. The retrenchment of the workman is illegal, unjustified, against the principles of natural justice, highly arbitrary and patently malafide on the following grounds :—

- (i) that at the time of passing verbal orders of termination/retrenchment the workman was neither served retrenchment notice nor he was paid notice pay and retrenchment compensation. The verbal order of retrenchment was passed in violation of Section 25-F of the ID Act.
- (ii) that at the time of passing verbal orders of retrenchment on 21.01.2019, the management retained the services of his juniors in violation of Section 25-G of the ID Act as amended up to date.
- (iii) that no show cause notice was served, no inquiry was held and no opportunity was given to the workman to defend himself, hence the verbal order of the management is in violation of principles of natural justice.
- (iv) that the retrenchment of the workman was not retrenchment simplicitor but retrenchment by way of punishment as the workman was raising the issue of implementation of labour laws and the employers were threatening the workman for his ouster from the services of the company.

As the retrenchment/termination of the workman is illegal, unjustified, against the principles of natural justice, highly arbitrary and patently malafide, he is liable to be reinstated into the services with continuity of services, full back wages and along with all the other benefits applicable from time to time. It is prayed that claim of the workman may be accepted along with the costs of litigation.

2. On notice, the management appeared through its authorized representative Shri Mohit Sharma.

3. During the pendency of the present industrial dispute, case taken up in the National Lok Adalat held on 12.11.2022 wherein the parties settled their dispute amicably. Learned representative for the management got recorded his statement, which is reproduced as under :—

*"Stated that the management has agreed to reinstate the workman with continuity of service but without back wages and any consequential benefits. The workman may join his with the management w.e.f. 16.11.2022. The matter may be decided in the Lok Adalat."*

On the other hand, learned representative for the workman got recorded his statement, which is reproduced as under :—

*"Stated that I have heard the statement of Ld. Rep. for the management got recorded by him today in the Lok Adalat and I agree with the same. The workman will join his duty with the management w.e.f. 16.11.2022. I do not press the relief of back wages and any consequential benefits. The matter may be decided accordingly and disposed off in the Lok Adalat."*

4. Heard. In view of the above statements of the parties, this industrial dispute is disposed off as settled by way of compromise. Both the parties shall remain bound by their statements. Appropriate Government be informed. File be consigned to the record room.

Dated : 12.11.2022

(Sd.) . . . ,  
(JAGDEEP KAUR VIRK),  
Presiding Officer,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No. PB0152.

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT**Notification**

The 2nd January, 2023

**No. 13/1/9923-HII(2)-2022/15.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 20/2022, dated 12.11.2022 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

RAJESH KUMAR AGED 50 YEARS, S/O SHRI RAM NIWAJ, R/O HOUSE NO. 342, STREET NO. 10, DASHMESH COLONY, VILLAGE BALONGI, DISTRICT MOHALI (Workman)

AND

FRONTIER PEST CONTROL LIMITED, SCO NO. 7-A, SECTOR 7-C, MADHYA MARG, UNION TERRITORY, CHANDIGARH THROUGH ITS MANAGING DIRECTOR.(Management)

**AWARD**

1. Rajesh Kumar, workman has filed statement of claim under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter in short called 'ID Act'*), wherein it is averred that on his retrenchment / termination, the workman raised demand notice under Section 2-A of the ID Act, as amended up to date and the copy of the demand notice was sent to the management through Registered Post A.D. A set of 5 copies of the demand notice were submitted before the Assistant Labour Commissioner-cum-Conciliation Officer, UT Chandigarh with the prayer for initiating the conciliation proceedings. The Assistant Labour Commissioner-cum-Conciliation Officer summoned the management and initiated the conciliation proceedings but no amicable settlement took place, hence the present statement of claim. The workman received a notice dated 8th March, 2019 through registered post from the management on 12.03.2019 wherein it is claimed that the management had sent notices dated 22.01.2019 and 04.02.2019, which were never received by the workman. The management declared the workman absent from duty w.e.f. 19.01.2019. The management had admitted receiving demand notice. In letter dated 08.03.2019 the management directed the workman to join the duty latest by 18.03.2019. On receiving the letter dated 08.03.2019, the workman reported for joining the duty with duty joining report dated 12.03.2019 and appeared before the Manager but the Manager neither accepted the letter nor allowed the duty to the workman. The workman joined the services of management w.e.f. 01.06.2000 and worked continuously without any break or interruption in the services till 18.01.2019. On 19.01.2019 the workman was not allowed to join duty, and was verbally told that his services are no more required by the company. The workman asked the Manager as to why he is not allowed duty and the reply was "*go to court or elsewhere wherever you like, we shall not allow duty*". The workman again approached the Manager for duty on 21.01.2019 (Monday) in the morning but again he was not allowed. The workman repeatedly requested the management but he was not heard. On 22.01.2019 the workman again approached the Manager with the hope that he will allow duty but was flatly refused duty and told to go to any Court of law, wherever he like, they will not allow duty. The manager did not give any reasoning for the instant retrenchment of his services. The workman was working as Technician Operations and at the time of his verbal retrenchment/termination, he was drawing wages at the rate of ₹ 11,000/- per month. At the time of appointment, the management did not issue appointment letter. Later on he was covered under the EPF and ESI Schemes under the pressure of the Frontier Pest Control Workers Union. The said union was formed by the workers of the company for the safety of their lawful rights and the workman is member of the union. The workman always performed his duties with utmost dedication and he was never issued any show cause notice, warning, charge sheet or any other memo to question his work and conduct throughout his service period of more than 18 years. The workman worked continuously without any break in the services for more than 18 years and as per law, he was entitled for notice of retrenchment, notice pay, retrenchment compensation at the time of retrenchment/termination of his services. But at the time of his retrenchment the employer/management only passed verbal

order of retrenchment. The repeated requests of the workman for duty were not entertained by the Manager of the company. The retrenchment of the workman is illegal, unjustified, against the principles of natural justice, highly arbitrary and patently malafide on the following grounds :—

- (i) that at the time of passing verbal orders of termination/retrenchment the workman was neither served retrenchment notice nor he was paid notice pay and retrenchment compensation. The verbal order of retrenchment was passed in violation of Section 25-F of the ID Act.
- (ii) that at the time of passing verbal orders of retrenchment on 21.01.2019, the management retained the services of his juniors in violation of Section 25-G of the ID Act as amended up to date.
- (iii) that no show cause notice was served, no inquiry was held and no opportunity was given to the workman to defend himself, hence the verbal order of the management is in violation of principles of natural justice.
- (iv) that the retrenchment of the workman was not retrenchment simpliciter but retrenchment by way of punishment as the workman was raising the issue of implementation of labour laws and the employers were threatening the workman for his ouster from the services of the company.

As the retrenchment/termination of the workman is illegal, unjustified, against the principles of natural justice, highly arbitrary and patently malafide, he is liable to be reinstated into the services with continuity of services, full back wages and along with all the other benefits applicable from time to time. It is prayed that claim of the workman may be accepted along with the costs of litigation.

2. On notice, the management appeared through its authorized representative Shri Mohit Sharma.

3. During the pendency of the present industrial dispute, case taken up in the National Lok Adalat held on 12.11.2022 wherein the parties settled their dispute amicably. Learned representative for the management got recorded his statement, which is reproduced as under :—

*"Stated that the management has agreed to reinstate the workman with continuity of service but without back wages and any consequential benefits. The workman may join his with the management w.e.f. 16.11.2022. The matter may be decided in the Lok Adalat."*

On the other hand, learned representative for the workman got recorded his statement, which is reproduced as under :—

*"Stated that I have heard the statement of Ld. Rep. for the management got recorded by him today in the Lok Adalat and I agree with the same. The workman will join his duty with the management w.e.f. 16.11.2022. I do not press the relief of back wages and any consequential benefits. The matter may be decided accordingly and disposed off in the Lok Adalat."*

4. Heard. In view of the above statements of the parties, this industrial dispute is disposed off as settled by way of compromise. Both the parties shall remain bound by their statements. Appropriate Government be informed. File be consigned to the record room.

Dated : 12.11.2022.

(Sd.) . . . ,  
(JAGDEEP KAUR VIRK),  
Presiding Officer,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No. PB0152.

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT**Notification**

The 2nd January, 2023

**No. 13/1/9925-HII(2)-2022/17.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 15/2018, dated 12.11.2022 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

RITA, D/O SHRI RAGHU KUMAR KAPOOR, H. NO. 1919, VIKAS NAGAR,  
MAULI JAGRAN, CHANDIGARH (Workman)

AND

1. CHITRA SECURITY SERVICE, 1ST FLOOR, SAINI TOWER, NEAR SAINI BHAWAN, BARWALA ROAD, ZIRAKPUR, DISTRICT MOHALI THROUGH ITS PROPRIETOR.
2. T.K. INDIA, PLOT NO. 346-347, INDUSTRIAL AREA, PHASE -I, CHANDIGARH THROUGH ITS MANAGER. (Management)

**AWARD**

1. Rita, workman has filed statement of claim under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter in short called 'ID Act'*), wherein it is averred that the workman was appointed by management No.1 as Assembler on 10th of May, 2016 and the workman was deployed at the work place of management No. 2. The workman worked there up to 30th September, 2017 continuously when her services were illegally and wrongfully terminated by refusing of work. The workman was drawing ₹9,300-00 as wages per month at the time of termination. On 01.10.2017 the workman went to attend her normal duty but she was refused work by management No.1 on the pretext that management No.2 has directed him to reduce the labour force. Refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The managements have also violated Section 25-F, G & H of the ID Act. No charge sheet was issued. No inquiry was held. No retrenchment compensation was paid to the workman at the time of termination. Persons junior to the workman were retained in service at the time of termination and new persons were appointed in place of the workman. The violation of the same makes the termination void. The workman lodged a complaint with the Labour Inspector, U.T Chandigarh. Management No. 1 refused to take the workman back on duty before the Labour Inspector, U.T. Chandigarh. The workman served upon management No. 1 & 2 a demand notice dated 26.10.2017 for her reinstatement. Both the management neither replied the demand notice nor took the workman back on duty. The Conciliation Officer, U.T Chandigarh was requested for his intervention in the matter. Management No.2 did not appear on any date fixed for settlement whereas management No. 1 only seek dates but did not settle the dispute. The action of the management was illegal, wrongful, motivated, against the principal of natural justice and unfair labour practice. It is prayed that the workman be reinstated with continuity of service, with full back wages and without any change in her service condition.

2. On notice, management No.1 appeared through its authorized representative Shri Arun Malhotra and contested the claim of the workman by filing written statement on 21.08.2018, wherein preliminary objections are raised on the ground that the claim statement under reply is not maintainable and deserves to be dismissed on this sole ground only. The claimant-workman has no locus standi and no cause of action to file the present claim statement against the answering management as the claimant-workman is barred by her own act & conduct from filing the present claim statement against the answering management. The claim statement is an abuse to process of law and is liable to be rejected with exemplary costs. The claim statement is misleading and misconceived to the knowledge of the claimant-workman. The claim statement filed by the claimant-workman is false, frivolous, vexatious and ulterior motive. The claimant-workman served the present claim statement with intention to extract money from the answering management. The claimant-workman has



suppressed the true and material facts and has approached this Tribunal with unclean hands. In fact, when management No.2 directed management No.1 to reduce the manpower due to lack of orders and management No.1 intimated in this regard to the claimant-workman that since there is hardly any work with management No.2 and therefore they can be adjusted with the another group where management No.1 has the contract with the industry namely M/s Dharampal Satyapal Group at Mandi (HP) but the claimant-workman along with other workers flatly refused to join at the transferred place. The claimant-workman instead of reporting for her duties at the transferred place filed the present claim statement to mislead the Tribunal. The services of the claimant-workman have never been terminated, as alleged in the claim statement rather the claimant-workman has flatly refused to join at the transferred place because of her personal difficulties. Since the services of the claimant-workman have never been terminated by the answering respondent-management so the present claim statement does not constitute an industrial dispute under Section 2-A of the ID Act. The claim statement served by the claimant-workman is neither maintainable nor tenable in the eyes of law therefore deserves to be dismissed on this ground only. In view of the above the Hon'ble Authority has no jurisdiction to try and adjudicate upon the dispute in the matter. The claimant-workman has not worked 240 days continuously during the year therefore the present claim statement is neither maintainable nor tenable and deserves dismissal on this sole ground.

3. On merits, it is admitted that the claimant-workman was appointed by management No.1 and deployed at the work place of management No.2. The claimant-workman has cooked false and fabricated story in connivance with other workers not to report to her duties at the transferred place. The claimant-workman may be directed to report for her duties at the transferred place i.e. M/s Dharampal Satyapal Group at Mandi (HP). Since the answering respondent-management has never terminated the services of the claimant-workman, the answering management before the Assistant Labour Commissioner-cum-Conciliation Officer prayed for issuance of directions to the claimant-workman to report for her duties at the transferred place but the claimant on one pretext or other refused to report for her duties at the transferred place. Since the answering respondent-management has never terminated the services of the claimant-workman, the question of reinstatement with continuity of service with full back wages does not arise at all. Further similar stand is taken as taken in preliminary objections. Rest of the averments of claim statement are denied being wrong, misleading and misconceived. Prayer is made that claim statement may be dismissed.

4. On notice, management No.2 appeared through its authorized representative Shri P. K. Kukreja and contested the claim of the workman by filing written statement on 21.08.2018, wherein preliminary objections are raised on the ground that claim statement is not maintainable in the present form. The workman has not approached to this Court with clean hands and has concealed the valueable material in the claim statement. The workman, who seeks equity from this Court was under obligation to do equity with management No.2 by not suppressing the material facts in the claim statement. There was contractual agreement dated 14.03.2016 between management No.1 with management No.2 for providing manpower on contractual basis for a fixed period at the premises of management No. 2 starting from 01.04.2016 to 31.03.2018. The terms & conditions of the contract stipulate that there shall be no relationship of employer and employee between the persons so deployed at the premises of management No. 2. The contractual employees engaged by management No. 1 remained employees of management No.1. The applicant-workman was employed with management No. 1. As per applicable statutory provisions of law the applicant-workman was covered by management No.1 under the provisions of Employees State Insurance Act and Employees Provident Fund Act. On the joint completion of formalities on the part of the worker and management No.1, insurance No.1713373144 and provident fund account No.PB/CHD/30645/11741 were allotted in the name of the worker by management No.1. Management No.2 has no role in the said entire proceedings. Management No.2 had deducted ESI and provident fund contributions from the wages of the workman and deposited the same with the concerned authorities from time to time. Thus, the respondent No.2 could not be held responsible for any of the alleged acts of management No.1. The workman has not completed 240 days continuous service with management No.1 while doing contractual services at the premises of management No.2.

5. On merits, it is stated that the workman as joined service with management No.1 as Helper and joined with management No.2 for a fixed period on contractual basis to meet out the exigencies of the work. The workman was not having technical knowledge and qualification and could be appointed as Assembler.

The workman has worked with management No.2 till 22.09.2017. Management No.1 was paying wages to the worker and management No.1 had control over her services. Management No.2 had neither appointed the workman nor had control over the employment of the workman. The service conditions of the workman were settled with management No.1, who was governing services of the workman. The workman has not reported on duty on 01.10.2007 to respondent No.2 and in case management No.1 has not taken her on duty then management No.2 could not be held responsible for the same. Management No.2 has not asked management No.1 to terminate the services of the workman. It was not obligatory for management No.2 to accept the number of employees as might be offered by management No.1. Management No.2 has not directed management No.1 to reduce the labour force. Management No.1 may retain any number of labour force and management No.2 is not having any control over the same. Neither management No.2 has terminated the services of the workman nor management No.2 is responsible for the compliance of the said provision of law. Otherwise also the workman has not completed continuous service of 240 days as defined under Section 25-B(2)(a) of the ID Act. As such, there is no violation of law under Section 25-F, 25-G & 25-H of the ID Act. There is no violation of law on the part of management No.2. Management No.2 was not served with the alleged demand notice dated 26.10.2017. Management No.2 has neither allegedly terminated the services of the worker nor is under obligation to reinstate the workman. Management No.2 received notice from the Conciliation Officer vide Memo No.6083 dated 14.12.2017 and filed written comments dated 26.12.2017 that the demand notice was never served upon management No.2. The workman has not made any of the efforts to supply a copy of the demand notice to management No.2. The workman is not entitled for compensation and / or reinstatement on services as far as management No.2 is concerned. Remaining averments of claim statement are denied being wrong. Prayer is made that the claim of the workman may be declined.

6. The workman filed separate replications to written statements of management No.1 & 2, wherein the contents of respective written statements are denied as wrong except the admitted facts of the claim and the averments of the statement of claim are reiterated.

7. From the pleadings of the parties, following issues were framed *vide* order dated 25.09.2018 :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief she is entitled to, if any ? OPW
2. Whether there is no relationship of employer & employer between the workman & management No.2 ? OPM
3. Relief.

8. In evidence, workman Rita examined himself as AW1 and tendered into evidence her affidavit Exhibit 'AW1/A'. The workman also examined Shri S. C. Chauhan - Manager, M/s Chitra Security Services as AW2. On 07.09.2021 learned representative for the workman closed the evidence.

9. On the other hand, management No.1 examined its Manager Shri S. C. Chauhan as MW1, who tendered into evidence his affidavit Exhibit 'MW1/A' along with documents Exhibit 'R1' to Exhibit 'R4'.

10. Management No.2 examined its Manager HR Shri Aman Chopra as MW2, who tendered into evidence his affidavit Exhibit 'MW2/A' along with document Exhibit 'MX1'.

On 23.11.2021 learned representative for management No.1 closed the evidence.

11. During the pendency of the present industrial dispute, case taken up in the Pre-Lok Adalat held on 10.11.2022 wherein the parties settled their dispute amicably. The workman got recorded her statement, which is reproduced as below :—

*"Stated that self attested copy of my aadhar card is Mark 'A'. I have effected compromise with the managements. Today, I have received compromise amount of Rs. 70,000/- (Seventy Thousand only) by way of A/c Payee Cheque No.334948 dated 09.12.2022 drawn on*

*Punjab National Bank, issued by Chitra Security Services/management No.1, subject to realisation towards full and final settlement of all the dues. Copy of cheque is Mark-B. Now nothing is due from management No.1 & 2. In view of the compromise, the present Industrial Disputes may be disposed off. It may be decided in the Lok Adalat."*

12. The case taken up in National Lok Adalat. Heard. In view of the above statement of the workman, this industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

Dated : 12.11.2022

(Sd.) . . . ,  
(JAGDEEP KAUR VIRK),  
Presiding Officer,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No. PB0152.

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

**Notification**

The 2nd January, 2023

**No. 13/1/9920-HII(2)-2022/19.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 6/2022 dated 12.11.2022 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

NANHE LAL AGED 57 YEARS, S/O SHRI RAM SAMER, R/O HOUSE NO. 140,  
VILLAGE KISHANGARH, POST OFFICE MANIMAJRA, UT, CHANDIGARH (Workman)

AND

FRONTIER PEST CONTROL LIMITED, SCO NO. 7-A, SECTOR 7-C, MADHYA MARG,  
UNION TERRITORY, CHANDIGARH THROUGH ITS MANAGING  
DIRECTOR.(Management)

**AWARD**

1. Rajesh Kumar, workman has filed statement of claim under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter in short called 'ID Act'*), wherein it is averred that on his retrenchment / termination, the workman raised demand notice under Section 2-A of the ID Act, as amended up to date and the copy of the demand notice was sent to the management through Registered Post A.D. A set of 5 copies of the demand notice were submitted before the Assistant Labour Commissioner-cum-Conciliation Officer, UT Chandigarh with the prayer for initiating the conciliation proceedings. The Assistant Labour Commissioner-cum-Conciliation Officer summoned the management and initiated the conciliation proceedings but no amicable settlement took place, hence the present statement of claim. The workman received a notice dated 8th March, 2019 through registered post from the management on 12.03.2019 wherein it is claimed that the management had sent notices dated 22.01.2019 and 04.02.2019, which were never received by the workman. The management declared the workman absent from duty w.e.f. 19.01.2019. The management had admitted receiving demand notice. In letter dated 08.03.2019 the management directed the workman to join the duty latest by 18.03.2019. On receiving the letter dated 08.03.2019, the workman reported for joining the duty with duty joining report dated 12.03.2019 and appeared before the Manager but the Manager neither accepted the letter nor allowed the duty to the workman. The workman joined the services of management w.e.f. 28.06.1994 and worked continuously without any break or interruption in the services till 18.01.2019. On 19.01.2019 the

workman was not allowed to join duty, and was verbally told that his services are no more required by the company. The workman asked the Manager as to why he is not allowed duty and the reply was *"go to court or elsewhere wherever you like, we shall not allow duty"*. The workman again approached the Manager for duty on 21.01.2019 (Monday) in the morning but again he was not allowed. The workman repeatedly requested the management but he was not heard. On 22.01.2019 the workman again approached the Manager with the hope that he will allow duty but was flatly refused duty and told to go to any Court of law, wherever he like, they will not allow duty. The Manager did not give any reasoning for the instant retrenchment of his services. The workman was working as Technician and at the time of his verbal retrenchment/termination, he was drawing wages at the rate of ₹11,200/- per month. At the time of appointment, the management did not issue appointment letter. Later on he was covered under the EPF and ESI Schemes under the pressure of the Frontier Pest Control Workers Union. The said union was formed by the workers of the company for the safety of their lawful rights and the workman is member of the union. The workman always performed his duties with utmost dedication and he was never issued any show cause notice, warning, charge sheet or any other memo to question his work and conduct throughout his service period of more than 24 years. The workman worked continuously without any break in the services for more than 24 years and 6 months as per law, he was entitled for notice of retrenchment, notice pay, retrenchment compensation at the time of retrenchment/termination of his services. But at the time of his retrenchment the employer/management only passed verbal order of retrenchment. The repeated requests of the workman for duty were not entertained by the Manager of the company. The retrenchment of the workman is illegal, unjustified, against the principles of natural justice, highly arbitrary and patently malafide on the following grounds :—

- (i) that at the time of passing verbal orders of termination/retrenchment the workman was neither served retrenchment notice nor he was paid notice pay and retrenchment compensation. The verbal order of retrenchment was passed in violation of Section 25-F of the ID Act.
- (ii) that at the time of passing verbal orders of retrenchment on 21.01.2019, the management retained the services of his juniors in violation of Section 25-G of the ID Act as amended up to date.
- (iii) that no show cause notice was served, no inquiry was held and no opportunity was given to the workman to defend himself, hence the verbal order of the management is in violation of principles of natural justice.
- (iv) that the retrenchment of the workman was not retrenchment simpliciter but retrenchment by way of punishment as the workman was raising the issue of implementation of labour laws and the employers were threatening the workman for his ouster from the services of the company.

As the retrenchment/termination of the workman is illegal, unjustified, against the principles of natural justice, highly arbitrary and patently malafide, he is liable to be reinstated into the services with continuity of services, full back wages and along with all the other benefits applicable from time to time. It is prayed that claim of the workman may be accepted along with the costs of litigation.

2. On notice, the management appeared through its authorized representative Shri Mohit Sharma.

3. During the pendency of the present industrial dispute, case taken up in the National Lok Adalat held on 12.11.2022 wherein the parties settled their dispute amicably. Learned representative for the management got recorded his statement, which is reproduced as under :—

*"Stated that the management has agreed to reinstate the workman with continuity of service but without back wages and any consequential benefits. The workman may join his with the management w.e.f. 16.11.2022. The matter may be decided in the Lok Adalat."*

On the other hand, learned representative for the workman got recorded his statement, which is reproduced as under :—

*"Stated that I have heard the statement of Ld. Rep. for the management got recorded by him today in the Lok Adalat and I agree with the same. The workman will join his duty with the management w.e.f. 16.11.2022. I do not press the relief of back wages and any consequential benefits. The matter may be decided accordingly and disposed off in the Lok Adalat."*

4. Heard. In view of the above statements of the parties, this industrial dispute is disposed off as settled by way of compromise. Both the parties shall remain bound by their statements. Appropriate Government be informed. File be consigned to the record room.

Dated : 12.11.2022

(Sd.) . . . ,  
(JAGDEEP KAUR VIRK),  
Presiding Officer,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No. PB0152.

Secretary Labour,  
Chandigarh Administration.



## CHANGE OF NAME

I, Ramesh Kumar, S/o Lahori Ram, R/o # 57-A, Sector 30-B, Chandigarh, declares that I have changed my minor daughter name from Sadhika to Sadhika Kumari.

[85-1]

I, Ramesh Kumar, S/o Lahori Ram, R/o # 57-A, Sector 30-B, Chandigarh, declares that I have changed my minor daughter name from Ganika to Sanyukta Kumari.

[86-1]

I, Parshant Rana, S/o Balwinder Singh, NSNO-2790-A, Sector 42-C, Chandigarh, have change my name PARSHANT RANA to ANKIT RAJPUT for all purpose.

[87-1]

I, Sanjeev Kumar, S/o Ashok Kumar, R/o H. No. 2327, Sector 24-C, Chandigarh, have changed my name to Rajeev Kumar.

[88-1]

I, Partap, S/o Naresh Kumar, # 4326, Sector 56, Chandigarh, have changed my name to Partap Singh.

[89-1]

I, Uma, W/o Partap Singh, # 4326, Sector 56, Chandigarh, have changed my name to Ruma Rani.

[90-1]

I, Kuri Oberai, W/o Brig. H S Oberai, # 278, Sector 33-A, Chandigarh, have changed my name to Daljit Kaur Oberai.

[91-1]

I, Sunita, W/o Santosh, # 1087, New Indira Colony, Manimajra, Chandigarh, have changed my name to Guddi.

[92-1]

I, Monika, W/o Rohit Kumar, R/o House No. 56, Daria, Chandigarh, have changed my name from Monika to Monika Goyal.

[93-1]

I, Santosh Kumar, S/o Shri Chand, # 1087, New Indira Colony, Manimajra, Chandigarh, have changed my name to Santosh.

[94-1]

I, Paramjit Kaur *Alias* Charanjit Kaur, W/o Gurdev Singh, R/o 2405/1, Sector 24-C, Chandigarh, changed my name Charanjit Kaur.

[95-1]

I, Rita Devi, D/o Rajendra Prasad, W/o Pradeep Kumar, # 2389, Sector 25-D, Chandigarh, have changed my name to Deepika.

[96-1]

I, Vijay Kumar, S/o Sh. Krishan Lal, R/o # 238, Sector 20-A, Chandigarh, have changed my name from Vijay Kumar to Vijay Kayasth.

[97-1]

I, Prince, S/o Harmesh Garg, R/o # 99, Village Dhanas, Chandigarh, declares that I have changed my name from Prince to Prince Garg.

[98-1]

*"No legal responsibility is accepted for the contents of publication of advertisements/public notices in this part of the Chandigarh Administration Gazette. Persons notifying the advertisements/public notices will remain solely responsible for the legal consequences and also for any other misrepresentation etc."*